

From: [Farah Jean francois](#)
To: [Ahmad Keshavarz](#)
Subject: Re: Francois v. Victory - confirming rejection of their offer
Sent: 10/24/2024 12:22:08 PM

I reject

On Thu, Oct 24, 2024 at 12:15 PM Ahmad Keshavarz <ahmad@newyorkconsumerattorney.com> wrote:

Ms. Francois,

Good speaking with you. Attached is their Offer of Judgment the dealership sent to settle the case for a total amount of \$160,000 including attorneys fees. In other words my Attorneys fees would come out of 160,000.

[REDACTED]

In our discussion you indicated that you wanted to reject this offer.

If this is correct please reply to this email and say "I reject" and I will let the dealership attorney know.

Thank you.

Ahmad Keshavarz

From: [Ahmad Keshavarz](#) on behalf of [Ahmad Keshavarz](#)
To: [Farah Francois](#)
Subject: Francois v. Victory - confirming rejection of their offer
Attachments: [UNITED STATES DISTRICT COURT.pdf](#)
Sent: 10/24/2024 12:15:18 PM

Ms. Francois,

Good speaking with you. Attached is their Offer of Judgment the dealership sent to settle the case for a total amount of \$160,000 including attorneys fees. In other words my Attorneys fees would come out of 160,000.

[REDACTED]

In our discussion you indicated that you wanted to reject this offer.

If this is correct please reply to this email and say "I reject" and I will let the dealership attorney know.

Thank you.

Ahmad Keshavarz

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
FARAH JEAN FRANCOIS,

Plaintiff,

- against -

**Case No. 1:22-cv-4447 (JSR)
OFFER OF JUDGMENT**

**VICTORY AUTO GROUP LLC d/b/a VICTORY
MITSUBISHI, SPARTAN AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI, STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS, and PHILIP
ARGYROPOULOS,**

Defendants.

-----X

Pursuant to Rule 68 of the Federal Rules of Civil Procedure Defendant SPARTAN AUTO GROUP LLC hereby offers to allow Plaintiff FARAH JEAN FRANCOIS to take judgment against it in this action for the total sum of One Hundred Sixty Thousand (\$160,000.00) inclusive of reasonable attorney fees incurred in this action prior to the date of this offer (the "Offer"), and, in addition, Plaintiff's actual costs incurred. A Judgment entered pursuant to this Offer shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have to recover damages and/or to any other form of relief from any or all the Defendants named in her Amended Complaint in the above captioned action, arising out of the acts and/or omissions Plaintiff alleges against all those Defendants, including all of Defendants' officers, employees, or agents, past or present. This Offer will remain open only for fourteen (14) days hereof and may only be accepted in writing. This Offer shall not be filed with the Court unless a) accepted, or b) if necessary, in a proceeding to determine any costs Plaintiff may claim herein. This Offer is made for the purposes specified in F.R.C.P. Rule 68 and shall not be

construed as an admission of liability by any Defendant, or by any Defendant's officer, employee or agent, nor does this Offer constitute an admission that the Plaintiff suffered any damages as alleged, or that she is entitled to any of the relief prayed for in her Amended Complaint.

Acceptance of the Offer will act to release and discharge each and every Defendant named in Plaintiff's Amended Complaint, their successors or assigns and all of their past and present officers, employees, and agents from any and all claims that were or could have been alleged by Plaintiff against them. Acceptance of this Offer will also operate to waive Plaintiff's rights to any claim for interest on the amount of a Judgment entered hereto. A Judgment entered pursuant to this Offer shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
October 15, 2024

Yours, etc.

/s/ *John Russo*

J.L. RUSSO, P.C.

By: John L. Russo

3119 NEWTOWN AVENUE, SUITE 500

ASTORIA, N.Y. 11102

718-777-1277

JOHN@JLRUSSOPC.COM

&

NICHOLAS GOODMAN &
ASSOCIATES, PLLC

BY: H. Nicholas Goodman 333 Park Avenue
South, Suite 3A

New York, New York 10010

(212) 227-9003

ngoodman@ngoodmanlaw.com

Attorneys for Defendants VICTORY

AUTO GROUP LLC d/b/a VICTORY

MITSUBISHI, SPARTAN AUTO GROUP

LLC d/b/a VICTORY MITSUBISHI,

STAVROS ORSARIS, YESSICA

VALLEJO, DAVID PEREZ, DIANE

ARGYROPOULOS and PHILIP

ARGYROPOULOS

TO: Ahmad Keshavarz

THE LAW OFFICE OF AHMAD KESHAVARZ

Attorney for Plaintiff FARAH JEAN FRANCOIS

16 Court Street, Suite 2600 Brooklyn, New York 11241

(917) 945 9848

ahmad@newyorkconsumerattorney.com